

1 Jacob L. Houmand, Esq. (NV Bar No. 12781)
2 Email: jhoumand@nelsonhoumand.com
3 NELSON & HOUMAND, P.C.
4 3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903
Telephone: 702/720-3370
Facsimile: 702/720-3371

Electronically Filed On: April 27, 2016

5 *Counsel for Victoria L. Nelson, Chapter 7 Trustee*

6
7
8 **UNITED STATES BANKRUPTCY COURT**
9 **DISTRICT OF NEVADA**

10 In re:
11 AMERI-DREAM REALTY, LLC,
12 Debtor.

Case No. BK-S-15-10110-LED
Chapter 7

DECLARATION OF RYAN J. WORKS,
ESQ. IN SUPPORT OF TRUSTEE'S EX
PARTE APPLICATION FOR
AUTHORIZATION TO RECEIVE AND
TRANSFER CERTAIN FUNDS

Date of Hearing: N/A
Time of Hearing: N/A

Judge: Honorable Laurel E. Davis¹

13
14
15
16
17 I, Ryan J. Works, Esq., declare as follows:

18 1. I am over the age of 18 years and I am competent to make this declaration. I have
19 personal knowledge of the facts set forth herein, except for those facts stated on information and
20 belief and, as to those facts, I am informed and believe them to be true. If called as a witness, I
21 could and would testify as to the matters set forth below based upon my personal knowledge.

22 2. I am an attorney licensed to practice law in the State of Nevada and admitted to
23 practice before this Court. I am a partner with the law firm of McDonald Carano Wilson
24 ("MCW"), counsel for the Debtor in the above-captioned bankruptcy case.

25
26 ¹ Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11
27 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The
28 Federal Rules of Civil Procedure will be referred to as "FRCP" and the Federal Rules of
Bankruptcy Procedure will be referred to as "FRBP." The Local Rules of Practice for the United
States Bankruptcy Court for the District of Nevada shall be referred to as the "Local Rules."

NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U, Las Vegas, Nevada 89169
Telephone: (702) 720-3370 Facsimile: (702) 720-3371

NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U, Las Vegas, Nevada 89169
Telephone: (702) 720-3370 Facsimile: (702) 720-3371

1 3. I make this declaration in support of the *Ex Parte Application for Authorization to*
2 *Receive and Transfer Certain Funds* (the “Application”).²

3 4. Prior to this bankruptcy, Ameri-Dream Realty, LLC (the “Debtor”) purchased a
4 Real Estate Errors & Omissions Policy with Greenwich Insurance Company numbered
5 PEG9145932-6 and effective 6/14/2013 through 6/14/2014 (the “Policy”) through XL
6 Professional Insurance, which provided coverage for any defense costs related to matters covered
7 under the Policy.

8 5. In or around May 20, 2014, the Nevada Real Estate Division (“NRED”) initiated
9 an investigation and opened up case against the Debtor’s principal, John Brown (“Brown”),
10 concerning unauthorized transfer of security deposits by one of the Debtor’s employees. *See Case*
11 *Nos. RES14-05-81-1061 – NRED v. Brown and RES14-05-80-1060 – Brown JR vs. Peladas-*
12 *Brown.*

13 6. Shortly thereafter, the Debtor notified the insurer of the pending action brought by
14 NRED and sought confirmation that such insurer would pay for the cost of defense of Brown.

15 7. On June 12, 2014, the insurer issued a letter to the law firm of McDonald Carano
16 Wilson (“MCW”) confirming that legal fees incurred by the Debtor in connection with the NRED
17 action would be paid by the insurer up to the limit of \$15,000.00. The insurer requested that all
18 legal invoices be forwarded to it for review and approval.

19 8. Thereafter, MCW defended Brown in the NRED action and such action was
20 resolved on or around October 2015.

21 9. MCW submitted its invoices to the insurer as instructed and sought payment for
22 the same; however, the insurance checks were issued to the Debtor as the named insured, as
23 “reimbursement” checks for the defense of Brown. True and correct copies of the three (3)
24 checks that were issued to the Debtor are attached hereto as **Exhibit “1”**.

25 ...

26 ...

27 _____

28 ² Unless otherwise provided herein, all defined terms shall have the same meaning ascribed to them in the Application.

1 10. The Debtor did not pay the MCW invoices, so there is no reimbursement to be
2 made to the estate on account of the defense of Brown.

3 I declare under penalty of perjury under the laws of the United States that the foregoing is
4 true and correct.

5 Dated this 27th day of April, 2016.

6
7 
8 _____
9 Ryan J. Works, Esq.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U, Las Vegas, Nevada 89169
Telephone: (702) 720-3370 Facsimile: (702) 720-3371